

Agreement
San Pedro Property Owners' Alliance
&
Hot Import Nights



This agreement dated July 11 , 2016 is between the San Pedro Property Owners' Alliance (SPPOA), administrator of the San Pedro Historic Waterfront Business Improvement District (PBID) & Hot Import Nights (HIN).

Background

HIN produces events showcasing motor vehicles on a national and international basis. HIN desires to produce a similar event within the San Pedro Historic Waterfront Business Improvement District (PBID) on Saturday, September 24, 2016. The event will involve the closing of streets as specified in Exhibit A.

SPPOA, administrator of the PBID, has produced outdoor events within its District. SPPOA desires to attract event producers to its District that will increase visitor attendance to its District. SPPOA will assist event producers with the logistics required for City and County of Los Angeles and State of California permits including street closures, fire permits, food and alcoholic beverage permits. SPPOA will also act as a liaison between the event producer, property owners, merchants, residents, law enforcement agencies, LA City Fire Department and the City of Los Angeles.

Scope of Services

SPPOA

SPPOA will submit an application for a City of Los Angeles Special Event and Street Closure Permits. The cost of the permit will be paid for HIN.

SPPOA will submit a Division V application to the Los Angeles City Fire Department.

SPPOA will operate a parking structure located at 222 W. 6th St., San Pedro, CA 90731 for use by HIN's attendees. A parking fee will be charged for each vehicle entering the parking structure.

SPPOA will circulate a petition required by the City of Los Angeles to all merchants and property owners located within the area of the event. SPPOA will submit the completed petition to the City of Los Angeles.

SPPOA will act as a liaison between HIN and merchants and residents of the event area. SPPOA will work with HIN and the Los Angeles Police Department to create and effective traffic and security plan for the event.

SPPOA will contract services for the removal of all waste and trash at the site of the event. The cost for this service shall be the responsibility of HIN.

HIN

HIN agrees to pay for all permits, fees, etc.

HIN agrees to produce a family-friendly professional event showcasing no fewer than 125 special interest vehicles in an area described in Exhibit B.

HIN agrees to adhere to a “family-friendly” theme such as Rockabilly Retro, 1920’s to 1950’s themed event.

HIN will monitor and enforce a “no string bikini” rule for the event.

HIN will monitor and enforce a “no marijuana-type promotions” or emblems during the event.

HIN shall be solely responsible for the event’s setup, tear out and management.

The specifications, procurement, setup and removal of all equipment required for the production of the event will be the responsibility of HIN.

HIN agrees to work with SPPOA to promote the event through social media channels acceptable to both parties.

HIN will feature music from two stages. The primary stage will be at the intersection of 6th and Centre Streets. The second site will be on 7th St between Mesa and Centre Streets. Music selection should be appropriate for the guests in attendance. HIN will not allow any Hip Hop or RAP music. HIN agrees to abide by local noise ordinance. HIN will work with SPPOA to neutralize any noise complaints from District residents during the event.

Event Times

Saturday, September 24, 2016

Setup 8:00 AM – 4PM

Event 4:00 – 10:00 PM

Removal 10:00 PM – 2:00 AM

Admissions

HIN shall not charge an admission fee to the general public.

Expenses

HIN will be solely responsible for the costs for all permits, equipment rental, sound and lighting systems, event personnel, security staffing, liability insurance and all other costs associated with the event.

SPPOA will provide six public safety officers (PSA's) during event hours. The cost for the PSA's is the responsibility of SPPOA.

Third Party Vendors

HIN may rent select vendors to occupy display and/or retail booths during the event. Any such rentals shall be between HIN and the renter.

Food, alcohol, medical marijuana and weapons sales are not permitted.

Insurance

HIN shall provide liability insurance including General and Auto Liability coverage in an amount not less than one million (\$1,000,000) dollars naming SPPOA as additional insured. The certificate of coverage shall have the following wording in regard to additional insured –

"The San Pedro Property Owners' Alliance, the San Pedro Historic Waterfront Business Improvement District, their stakeholders, officers, directors, agents and employees and the City of Los Angeles are added as additional insured under this policy."

SPPOA shall provide liability insurance including General, Auto Liability coverage in an amount not less than one million (\$1,000,000) dollars naming HIN as additional insured. The certificate of coverage shall have the following wording in regard to additional insured –

"Hot Import Nights, its officers, directors, agents, and employees are added as additional insured under this policy."

Assignment

This agreement shall not be assigned by either party without the written consent of the other party.

Jurisdiction and Disputes

This agreement shall be governed by the laws of the State of California. If a section of this agreement is ruled to be in violation of any State or Federal statute, then the remaining provisions of the agreement shall remain in effect.

All parties agree that if a dispute arises as a result in the performance of the terms of this agreement, and that the parties are unable to resolve that dispute, then the

disputed item(s) will be submitted to binding arbitration. At the conclusion of the binding arbitration the prevailing party(s) shall be entitled to compensation for its reasonable costs incurred in the arbitration process.

Entire Agreement

This agreement and related attachment represent the entire agreement between the parties. No other claims, assertions, whether expressed orally or implied shall be valid unless in writing and signed by all parties.

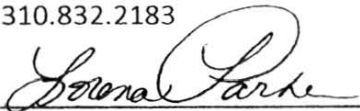
Agreed to:

SAN PEDRO PROPERTY OWNERS' ALLIANCE

390 W. 7th Street

San Pedro, CA 90731

Tel: 310.832.2183

By: 

Title: Executive Director

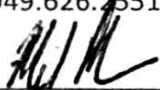
Date: 7/11/16

Hot Import Nights

4590 MacArthur Blvd. Suite 500

Newport Beach, CA 92660

Tel: 949.626.2551

By: 

Title: PRESIDENT

Date: 7/11/16